

IN THE HIGH COURT OF GUJARAT AT AHMEDABAD

LETTERS PATENT APPEAL No 43 of 1985

in

FIRST APPEALNo 344 of 1975

For Approval and Signature:

Hon'ble MR.JUSTICE B.C.PATEL and

MR.JUSTICE C.K.BUCH

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1. Whether Reporters of Local Papers may be allowed to see the judgements?
2. To be referred to the Reporter or not?
3. Whether Their Lordships wish to see the fair copy of the judgement?
4. Whether this case involves a substantial question of law as to the interpretation of the Constitution of India, 1950 of any Order made thereunder?
5. Whether it is to be circulated to the Civil Judge?

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CHANDUBHAI GOVINDBHAI PATEL

Versus

HIRABHAI P BRAHMBHATT

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Appearance:

MR SH SANJANWALA for Appellants

MR JITENDRA M PATEL for Respondent No. 1

MR HIREN K SHAH for Respondent No. 4

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CORAM : MR.JUSTICE B.C.PATEL and

MR.JUSTICE C.K.BUCH

Date of decision: 24/12/98

ORAL JUDGEMENT (Per Patel, J.)

Learned advocates are stating that the parties have arrived at a settlement and have signed a Consent Terms of compromise as well as the map in their presence.

By the consent terms, it is agreed between the parties to substitute the judgment and decree in the terms of the compromise.

The judgment and decree passed by the both the Courts below are set aside and the same is substituted as under :-

The original plaintiffs are entitled to and the decree passed in their favour that they are entitled to and be given 2350 sq. yards of land out of total land of 7500 sq. yds. bearing Survey No. 386/2 of village Thaltej. The land be given to the original plaintiffs is marked in red and shown as Hissa No.1 in the plan which is attached herewith and the said plan is prepared jointly by both the parties and they agree to the same. The other part of the land admeasuring 5150 sq. yards out of 7500 sq. yards is to be retained by the defendants as their holding. The said land is demarketed in green colour in the map and marked as Hissa No.2.

It is further agreed by the parties that the defendants will put the plaintiffs in possession of the land as aforesaid within a period of one month from the date of signing of the consent terms, i.e. 23.12.1998 and the plaintiffs will be entitled to make their own fencing for the land allotted to them. It is further agreed by and between the parties that the total land admeasuring 7500 sq. yards [divided into two Hissas, and Hissa No.1 admeasuring 2350 sq. yards for the original plaintiffs and Hissa No.2 admeasuring 5150 sq. yards for the original defendants] be sold by joint efforts of both the plaintiffs and defendants and whatever amount realised after deducting the expenses shall be shared as stated in the consent terms.

The judgment and decree passed by the Courts below are quashed and set aside and the decree is ordered to be substituted as per the consent terms. Parties to file undertaking within one week in accordance with the consent terms. The appeal stands allowed accordingly. No order as to costs.

csm./ -----